

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the "Agreement") is entered into by and between Jonah E. Wood ("Plaintiff"), Elliot Morgan Parsonage, PLLC ("Plaintiff's Counsel"), and Forsyth County (the "County").

**WHEREAS**, Plaintiff instituted a legal action against the County for its alleged failure to provide certain law enforcement officer benefits in an action captioned *Jonah E. Wood, on behalf of himself and all others similarly situated, v. Forsyth County*, pending in the North Carolina General Court of Justice, Superior Court Division (Forsyth County), Case No. 15 CVS 5426 (the "Lawsuit"); and

**WHEREAS**, the Lawsuit, which is brought by Plaintiff on behalf of himself and all others allegedly similarly situated, is purported to be a class action, but no class has been certified by the Court; and

**WHEREAS**, the County has denied all allegations of wrongdoing and any liability to Plaintiff or to any purported class members in connection with the Lawsuit; and

**WHEREAS**, the parties participated in a mediated settlement conference held on February 8, 2017, in Winston Salem, North Carolina, and reached an agreement to resolve all claims and issues in the Lawsuit, which was memorialized in a Mediated Settlement Agreement (the "Mediation Agreement") and made contingent upon the approval of the settlement by the Forsyth County Board of Commissioners,

**WHEREAS**, the Forsyth County Board of Commissioners approved the Mediation Agreement; and

**WHEREAS**, the parties have mutually agreed to resolve any and all disputes that may now exist between them.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter made by the parties to the Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby expressly acknowledged, the parties voluntarily agree to the following terms, each of which is material.

### **1. Payment.**

In full and complete discharge and satisfaction of any and all claims, the County shall pay Plaintiff the sum total amount of Seventy-Eight Thousand Dollars (\$78,000.00) (the "Settlement Payment"). The Settlement Payment will be made in two separate checks: (1) one check made payable to "Jonah E. Wood" in the amount of \$47,900.87 and reported for tax purposes on an IRS Form 1099; and (2) one check made payable "Elliot Morgan Parsonage PLLC" in the amount of \$30,099.13, which shall be accounted as attorneys' fees and expenses pursuant to 26 U.S.C. § 62 for prosecuting this action associated with Plaintiff's employment and reported for tax purposes on an IRS Form 1099. The Settlement Payment shall be delivered to Plaintiff's Counsel within ten (10) business days after this Agreement is executed by Plaintiff and Plaintiff's Counsel and returned to

counsel for the County. The Settlement Payment is conditioned on Plaintiff and Plaintiff's Counsel each executing a Form W-9 and delivering such Form W-9s to Defendant's counsel, together with signed copies of this Agreement.

**2. No Prior Legal Obligation.**

Plaintiff acknowledges and agrees that the County has no prior legal obligation to provide the Settlement Payment set forth in Paragraph 1 of this Agreement, and that he would not receive such Settlement Payment except for this Agreement.

**3. General Release Of Claims; Covenant Not To Sue.**

Plaintiff for himself, and for his heirs, successors, and assigns, hereby forever discharges and releases the County, its agencies (including, but not limited to, the Forsyth County Sheriff's Office), and its and their respective commissioners, elected or appointed officials (including, but not limited to, Sheriff William T. Schatzman), employees, attorneys, agents, representatives, insurers, successors and assigns (the "Released Parties"), and each of them, from any and all claims, liabilities, actions or causes of action of any kind or character whatsoever, whether at law or in equity, whether known or unknown, whether contingent or absolute.

(a) This General Release and Waiver of Claims includes, without limitation, claims for personal injuries, back pay, losses or damage to real or personal property, economic loss or damage of any kind, breach of contract (express or implied), defamation, breach of any covenant of good faith (express or implied), tortious interference with contract, wrongful termination, business or personal tort, misrepresentation, or any other losses or expenses of any kind (whether arising in tort, contract, or by statute) arising out of Plaintiff's employment relationship with, or separation from, the County.

(b) Plaintiff acknowledges that this General Release and Waiver of Claims applies both to known and unknown claims that may exist between him and the Released Parties. Plaintiff expressly acknowledges and agrees that this General Release and Waiver of Claims includes, but is not limited to, a release of any and all rights, claims, or causes of action arising under any employment or other agreement (whether written, oral, or implied) or under any state or federal constitution, statute, law, rule, regulation, or common-law principle of tort, contract, or equity, except for the obligations of the County under this Agreement. This General Release and Waiver of Claims specifically includes, but is not limited to, any claims or action under the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.* ("ADEA"), the Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.*, any common law or statutory claim of wrongful discharge, the Employee Retirement Income Security Act of 1974, as amended, and any claims for any entitlement to any other payments, bonuses, commissions, reimbursements, or attorney's fees pursuant to any contract or state or federal law.

(c) By entering into this Agreement, Plaintiff understands and agrees that he does not waive (i) any rights or claims that he might have which arise as a result of any conduct that occurs after he signs this Agreement, (ii) any rights or claims for benefits under workers' compensation law

or for continuation rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (referred to as "COBRA"), or (iii) any claims that by law cannot be waived in a private agreement between employers and employees, including, without limitation, the right to file a charge with or participate in an investigation conducted by the Equal Employment Opportunity Commission ("EEOC") or any state or local fair employment practices agency; however, Plaintiff waives any right to any monetary recovery or other relief should the EEOC or any other agency pursue a claim on his behalf; and (iv) any rights or claims that he may have to vested benefits which he has earned through his employment with the County and which are not at issue or dispute in the Lawsuit.

**4. Dismissal Of Lawsuit With Prejudice.**

Within five (5) business days following Plaintiff's receipt of the Settlement Payment, Plaintiff will properly file with the Court a notice of dismissal of the Lawsuit, with prejudice.

**5. Fees And Costs.**

The parties shall each be responsible for satisfaction of their own attorneys' fees, expenses, and costs in connection with the dispute and Lawsuit between the parties, including their respective one-half shares of the mediator's fee for the mediated settlement conference.

**6. Plaintiff's Agreement Not To Publicize.**

Except as provided in this Agreement, Plaintiff shall not publicize the terms of the Agreement. If asked about the dispute between the parties and/or the Lawsuit, Plaintiff may state only words to the effect that the disputes between the parties and the Lawsuit have been resolved to the mutual satisfaction of all the parties. The prohibitions contained in this paragraph shall not prohibit Plaintiff from making a reasonable and limited disclosure of the terms of this Agreement: (i) as required by any Court or as otherwise required by securities or other law; (ii) to his spouse (Lori Wood), and to his legal counsel, accountants, banks, financing sources, tax advisors, and other advisors or consultants in order to obtain legal, accounting, or tax advice, provided that such individuals are informed that the information is subject to the non-publicizing provisions of this Agreement and are instructed to abide by the terms of this Agreement; or (iii) in connection with the enforcement of this Agreement. Plaintiff acknowledges and agrees that any subsequent disclosure by any of the individuals identified in clause (ii) of the preceding sentence shall be deemed a breach of this Agreement by Plaintiff.

**7. Tax Matters.**

Plaintiff will indemnify and hold the County harmless from any and all taxes, penalties, interest, costs, or liabilities relating to the tax treatment of the Settlement Payment made pursuant to this Agreement, including the allocation of funds distributed to Plaintiff and Plaintiff's Counsel as reported on Forms 1099. Plaintiff is solely responsible for his own federal, state, and local tax liabilities with respect to the amounts paid under this Agreement. In the event that Plaintiff is required to pay back taxes or Social Security, or fines or assessments, because of his non-payment of taxes on the amounts paid under this Agreement, he agrees to indemnify the County for any such amounts assessable to him.

**8. Performance.**

The parties to this Agreement understand and agree that each party's obligation to perform under this Agreement is conditioned upon the other party's covenants and promises as set forth herein. In the event that either party breaches any covenants or promises, or causes any covenants or promises to be breached, the non-breaching party's obligation to perform under this Agreement shall automatically terminate, and the non-breaching party shall have no further liability or obligation to the party who committed the breach. Additionally, the non-breaching party may seek injunctive relief to enforce the provisions of this Agreement.

**9. No Liability Admitted.**

It is understood and agreed that the County, by entering into this Agreement, in no way admits any liability to any party or that it has in any way violated any state or federal law or any other law or regulation.

**10. Indemnification; Complete Defense.**

Except for those claims that Plaintiff is entitled to bring as set out in Paragraph 3(c), Plaintiff agrees to indemnify any and all of the Released Parties from any and all losses, damages, or expenses whatsoever, including, without limitation, attorneys' fees and costs, that any and all of them may incur by virtue of his pursuit of any claim, damage, lawsuit, injury, liability, or cause of action released in this Agreement, including, without limitation, his filing or presentation of any sort of written claim for monetary damages and/or the filing of any lawsuit. Plaintiff agrees that, in the event of his pursuit or filing of any such claim, the Released Parties shall be entitled to invoke and rely on this Agreement as an absolute bar and complete defense, and that the Released Parties shall be entitled to assert an affirmative claim against Plaintiff for breach of this Agreement.

**11. Choice Of Law; Severability.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina. If any provision of this Agreement as applied to any party or to any circumstance shall be deemed to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the remainder hereof or its validity or enforceability in any jurisdiction.

**12. Entire Agreement.**

This Agreement and the Mediation Agreement contain the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous agreements, whether written or oral. Any amendment of this Agreement must be in writing and signed by all parties hereto.

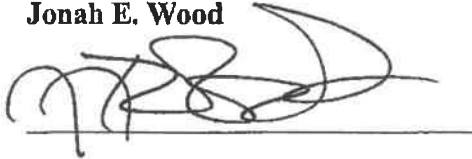
**13. Acknowledgment.**

By signing below, the parties represent and warrant that they have been given a reasonable period of time to consider this Agreement; that they have read the entire Agreement; that they have

consulted their respective attorneys about the meaning and intent of the Agreement; and that they enter into this Agreement of their own free will, without coercion, undue influence, threat, or intimidation of any kind, with the intention of being legally bound to its terms. The parties acknowledge and agree that they have not previously assigned or transferred any claims that they have released by this Agreement.

**THE UNDERSIGNED HEREBY STATE THAT THEY HAVE CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, KNOW THE CONTENTS THEREOF AND SIGN THE SAME OF THEIR OWN FREE ACT WITHOUT ANY THREAT, COERCION, OR UNDUE INFLUENCE OF ANY KIND.**

**Jonah E. Wood**



Date: 03-13-2017

**Forsyth County**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_